

DECLARATION FOR PATENT APPLICATION

As a below-named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name,

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled SPINDLE MOTOR ASSEMBLY FOR DISC DRIVES

the specification of which

(check one) _____ is attached hereto.

X was filed on October 27, 1989 as
Application Serial No. 424,673
and was amended on _____
(if applicable)

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, §1.56(a).

I hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

Prior Foreign Application(s)

Priority Claimed

(Number)	(Country)	(Day/Month/Year Filed)	Yes	No
____	____	____	____	____
(Number)	(Country)	(Day/Month/Year Filed)	Yes	No
____	____	____	____	____
(Number)	(Country)	(Day/Month/Year Filed)	Yes	No
____	____	____	____	____

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulation, §1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

(Application Serial No.)	(Filing Date)	(Status)
____	____	(patented, pending, abandoned)
(Application Serial No.)	(Filing Date)	(Status)
____	____	(patented, pending, abandoned)

Direct all telephone calls to James A. Sheridan at (415) 324-8888.

Address all correspondence to:

FLEHR, HOHBACH, TEST
ALBRITTON & HERBERT
Suite 3400, Four Embarcadero Center
San Francisco, California 94111

File No. A-50441/JAS

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, United States Code, §1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of sole or

first inventor:

DONALD JAMES MacLEOD

Inventor's signature:

Date:

11/20/89

Residence:

Santa Cruz County, California

Citizenship:

United Kingdom

Post Office Address:

142 Provincetown Court

Aptos, California 95003

ASSIGNMENT
(Not Accompanying Application)

WHEREAS, the undersigned Donald James MacLeod of Santa Cruz County, California, hereinafter termed "Inventor", having invented certain new and useful improvements in a SPINDLE MOTOR ASSEMBLY FOR DISC DRIVES, and having made application for a U.S. Patent disclosing and identifying the invention, which application was filed October 27, 1989, having U.S. Serial No. 424,673; and

SEAGATE TECHNOLOGY, INC., a Delaware corporation, having offices at Scotts Valley, California (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the international convention for the Protection of Industrial Property or otherwise; (c) in and to any and all application filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extension of any of said patents.

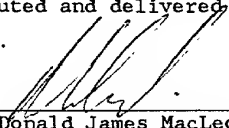
2. Said Inventor does hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement

actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding on said Inventor, his heirs, legal representatives and assigns.

4. Said Inventor hereby warrant and represent that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

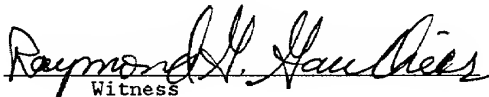
IN WITNESS WHEREOF, said Inventor has executed and delivered this instrument to said Assignee the day and year below written.


Donald James MacLeod

11/29/89

WITNESSED:

On Nov 20, 1989, before me, the undersigned, personally appeared Donald James MacLeod, ☒ known to me ☐ proved to me on the affirmation of _____ to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.


Witness

ASSIGNMENT

(Not Accompanying Application)

WHEREAS, the undersigned Donald James MacLeod of Santa Cruz County, California, hereinafter termed "Inventor", having invented certain new and useful improvements in a SPINDLE MOTOR ASSEMBLY FOR DISC DRIVES, and having made application for a U.S. Patent disclosing and identifying the invention, which application was filed October 27, 1989, having U.S. Serial No. 424,673; and

SEAGATE TECHNOLOGY, INC., a Delaware corporation, having offices at Scotts Valley, California (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the international convention for the Protection of Industrial Property or otherwise; (c) in and to any and all application filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extension of any of said patents.

2. Said Inventor does hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement

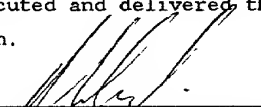
REF 5211 FRAME 693

actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding on said Inventor, his heirs, legal representatives and assigns.


4. Said Inventor hereby warrant and represent that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventor has executed and delivered this instrument to said Assignee the day and year below written.


Donald James MacLeod 11/29/89

WITNESSED:

On Nov 20, 1989, before me, the undersigned, personally appeared Donald James MacLeod, ☒ known to me ☐ proved to me on the affirmation of _____ to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.


Witness

RECORDED
PATENT & TRADEMARK OFFICE

JAN 11 1990


ACTING COMMISSIONER, OF
PATENTS AND TRADEMARK OFFICE

REEL 5211 FRAME 691

REVOCATION AND SUBSTITUTION
OF POWER OF ATTORNEY

Application Number 08/738,367

Filing Date October 24, 1996

First Named Inventor MacLeod

Title: Spindle Motor Assembly For Disc Drives

Attorney Docket Number A-50441-3

Certificate of Mailing:

I hereby certify that this correspondence is being deposited in the United States Mail, postage prepaid, in an envelope addressed to Assistant Commissioner of Patents, Washington, D.C. 20231 on Nov 15, 1996.

By

Tina Hall
Tina Hall

To: Assistant Commissioner for Patents
Washington, D.C. 20231

The undersigned assignee of the entire interest in the above-referenced patent application hereby revokes all powers of attorney previously granted in connection with this application and appoints the following attorneys to prosecute this application and to transact all business in the Patent And Trademark Office connected therewith; said appointment to be to the exclusion of the inventor(s) and his (their) attorney(s) in accordance with the provisions of 37 C.F.R. 1.36:

James A. Sheridan, Reg 25,435
Thomason Moser & Patterson LLP
4149-B El Camino Way
Palo Alto, California 94306-4036

Assignee:

Seagate Technology LLC

Name

Edward P. Heller III, Esq.

Signature

Date

1/18/01